

Assigned for all purposes to: Stanley Mosk Courthouse, Judicial Officer: Wendy Chang

1 Ramin R. Younessi, Esq. (SBN 175020)
2 **LAW OFFICES OF RAMIN R. YOUNESSI**
3 **A PROFESSIONAL LAW CORPORATION**
4 3435 Wilshire Boulevard, Suite 2200
5 Los Angeles, California 90010
6 Telephone: (213) 480-6200
7 Facsimile: (213) 480-6201

8 Attorney for Plaintiff,
9 JESUS MENDOZA VARGAS

10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
11 **FOR THE COUNTY OF LOS ANGELES, CENTRAL DISTRICT**

12 JESUS MENDOZA VARGAS, an individual,

13 Plaintiff,

14 v. -

15 CAR PARK, INC., a California corporation;
16 and DOES 1 through 20, inclusive,

17 Defendants.

Case No. 22STCV18591

COMPLAINT FOR DAMAGES FOR:

1. **FAILURE TO PAY WAGES (CAL. LABOR CODE §§201, 1194);**
2. **FAILURE TO PAY MINIMUM WAGES (CAL. LABOR CODE §§1182.12, 1194, 1194.2, 1197);**
3. **FAILURE TO PAY OVERTIME COMPENSATION (CAL. LABOR CODE §§510, 1194);**
4. **FAILURE TO PROVIDE MEAL AND REST PERIODS (CAL. LABOR CODE §§226.7, 512);**
5. **FAILURE TO PROVIDE ITEMIZED WAGE AND HOUR STATEMENTS (CAL. LABOR CODE §§226, ET SEQ.);**
6. **WAITING TIME PENALTIES (CAL. LABOR CODE §§201-203);**
7. **PRIVATE ATTORNEY GENERAL ACT (CAL. LABOR CODE §2699, ET SEQ); AND**
8. **UNFAIR COMPETITION (BUS. & PROF. CODE §17200 ET SEQ.**

DEMAND OVER \$25,000

[DEMAND FOR JURY TRIAL]

1 COMES NOW PLAINTIFF, JESUS MENDOZA VARGAS, and for causes of action against
2 the Defendants and each of them, alleges as follows:

3
4 **JURISDICTION**

5 1. This Court is the proper court, and this action is properly filed in Los Angeles County,
6 because Defendants' obligations and liability arise therein, because Defendants maintain offices and
7 transact business within Los Angeles County, and because the work that is the subject of this action was
8 performed by Plaintiff in Los Angeles County.

9
10 **THE PARTIES**

11 2. Plaintiff, JESUS MENDOZA VARGAS, is and at all times relevant hereto was a resident
12 of the County of Los Angeles, State of California.

13 3. Plaintiff is informed and believes, and based thereupon alleges, that at all times relevant
14 hereto, Defendant CAR PARK, INC. (hereinafter referred to as "Employer") was and is a California
15 corporation doing business at 6541 Hollywood Blvd., Suite 203, in the County of Los Angeles, State of
16 California.

17 4. Plaintiff is informed and believes, and based thereupon alleges, that at all times relevant
18 hereto, Employer owned and operated a private valet company.

19 5. At all times relevant herein, Employer and DOES 1-20 were Plaintiff's employers, joint
20 employers and/or special employers within the meaning of the Labor Code and Industrial Welfare
21 Commission Order No. 9-2001 and are each any "employer or other person acting on behalf of an
22 employer" as such term is used in Labor Code section 558, and liable to Plaintiff on that basis.

23 6. The true names and capacities, whether individual, corporate, associate, or otherwise, of
24 the Defendants named herein as DOES 1-20, inclusive, are unknown to Plaintiff at this time and therefore
25 said Defendants are sued by such fictitious names. Plaintiff will seek leave to amend this complaint to
26 insert the true names and capacities of said Defendants when the same become known to Plaintiff.
27 Plaintiff is informed and believes, and based thereupon alleges, that each of the fictitiously named
28

1 Defendants is responsible for the wrongful acts alleged herein and is therefore liable to Plaintiff as alleged
2 hereinafter.

3 7. Plaintiff is informed and believes, and based thereupon alleges, that at all times relevant
4 hereto, Defendants, and each of them, were the agents, employees, managing agents, supervisors,
5 coconspirators, parent corporation, joint employers, alter egos, successors, and/or joint ventures of the
6 other Defendants, and each of them, and in doing the things alleged herein, were acting at least in part
7 within the course and scope of said agency, employment, conspiracy, joint employer, alter ego status,
8 successor status and/or joint venture and with the permission and consent of each of the other Defendants.

9 8. Plaintiff is informed and believes, and based thereupon alleges, that Defendants, and each
10 of them, including those defendants named as DOES 1-20, acted in concert with one another to commit
11 the wrongful acts alleged herein, and aided, abetted, incited, compelled and/or coerced one another in the
12 wrongful acts alleged herein, and/or attempted to do so, including pursuant to Government Code
13 §12940(i). Plaintiff is further informed and believes, and based thereupon alleges, that Defendants, and
14 each of them, including those defendants named as DOES 1-20, and each of them, formed and executed
15 a conspiracy or common plan pursuant to which they would commit the unlawful acts alleged herein,
16 with all such acts alleged herein done as part of and pursuant to said conspiracy, intended to cause and
17 actually causing Plaintiff harm.

18 9. Whenever and wherever reference is made in this complaint to any act or failure to act by
19 a Defendant or co-Defendant, such allegations and references shall also be deemed to mean the acts
20 and/or failures to act by each Defendant acting individually, jointly and severally.

21
22 **ALTER EGO, AGENCY, SUCCESSOR AND JOINT EMPLOYER**

23 10. Plaintiff is informed and believes, and based thereon alleges, that there exists such a unity
24 of interest and ownership between Employer and DOES 1-20 that the individuality and separateness of
25 defendants have ceased to exist.

26 11. Plaintiff is informed and believes, and based thereon alleges, that despite the formation of
27 purported corporate existence, Employer and DOES 1-20 are, in reality, one and the same, including, but
28 not limited to because:

1 a. Employer is completely dominated and controlled by one another and DOES 1-20,
2 who personally committed the frauds and violated the laws as set forth in this complaint, and who have
3 hidden and currently hide behind Defendants to perpetrate frauds, circumvent statutes, or accomplish
4 some other wrongful or inequitable purpose.

5 b. Employer and DOES 1-20 derive actual and significant monetary benefits by and
6 through one another's unlawful conduct, and by using one another as the funding source for their own
7 personal expenditures.

8 c. Employer and DOES 1-20, while really one and the same, were segregated to
9 appear as though separate and distinct for purposes of perpetrating a fraud, circumventing a statute, or
10 accomplishing some other wrongful or inequitable purpose.

11 d. Employer does not comply with all requisite corporate formalities to maintain a
12 legal and separate corporate existence.

13 e. The business affairs of Employer and DOES 1-20 are, and at all times relevant
14 were, so mixed and intermingled that the same cannot reasonably be segregated, and the same are in
15 inextricable confusion. Employer is, and at all times relevant hereto was, used by one another and DOES
16 1-20 as a mere shell and conduit for the conduct of certain of Defendants' affairs, and are, and were, the
17 alter ego of one another and DOES 1-20. The recognition of the separate existence of Defendants would
18 not promote justice, in that it would permit Defendants to insulate themselves from liability to Plaintiff
19 for violations of the Government Code and other statutory violations. The corporate existence of
20 Employer and DOES 1-20 should be disregarded in equity and for the ends of justice because such
21 disregard is necessary to avoid fraud and injustice to Plaintiff herein.

22 12. Accordingly, Employer constitutes the alter ego of one another and DOES 1-20, and the
23 fiction of their separate corporate existence must be disregarded.

24 13. As a result of the aforementioned facts, Plaintiff is informed and believes, and based
25 thereon alleges that Employer and DOES 1-20 are Plaintiff's joint employers by virtue of a joint
26 enterprise, and that Plaintiff was an employee of Employer and DOES 1-20. Plaintiff performed services
27 for each and every one of Defendants, and to the mutual benefit of all Defendants, and all Defendants
28

1 shared control of Plaintiff as an employee, either directly or indirectly, and the manner in which
2 Defendants' business was and is conducted.

3 14. Alternatively, Plaintiff is informed and believes and, based thereupon alleges, that as and
4 between DOES 1-20, Employer, or any of them, (1) there is an express or implied agreement of
5 assumption pursuant to which Employer and/or DOES 1-20 agreed to be liable for the debts of the other
6 Defendants, (2) the transaction between Employer and/or DOES 1-20 and the other Defendants amounts
7 to a consolidation or merger of the two corporations, (3) Employer and/or DOES 1-20 are a mere
8 continuation of the other Defendants, or (4) the transfer of assets to Employer and/or DOES 1-20 is for
9 the fraudulent purpose of escaping liability for Defendants' debts. Accordingly, Employer and/or DOES
10 1-20 are the successors of one or more of the other Defendants and are liable on that basis.

11 FACTUAL ALLEGATIONS

12
13 15. In or around March 2002, Employer hired Plaintiff to work as a valet parking manager.
14 Plaintiff was a full-time, non-exempt employee, and performed all of Plaintiff's job duties satisfactorily
15 before Plaintiff's employment ended on or about April 9, 2021.

16 16. Between May 6, 2018 and October 31, 2020, Plaintiff's hourly wage rate was \$16.00.
17 Between November 1, 2020 and April 9, 2021, Plaintiff's hourly wage rate was \$16.50. During these
18 time periods, Plaintiff's fixed schedule was six days per week, Monday through Saturday, for
19 approximately 8 to 8.5 hours per day.

20 17. Plaintiff worked approximately 3 hours each week, for which Plaintiff received no wages
21 at all, not Plaintiff's hourly wage rate, or even the requisite minimum wage.

22 18. Plaintiff worked approximately 3 overtime hours each week, but was not paid for these
23 hours at all.

24 19. Plaintiff worked an additional 7.5 overtime hours each week, but received only Plaintiff's
25 regularly hourly wage rate for these hours, in cash, and with no overtime premium.

26 20. Throughout Plaintiff's employment, Plaintiff was not permitted to, and not advised of
27 Plaintiff's right to take statutory 10-minute rest breaks for every four hours worked or substantial portion
28

1 thereof. One or more of Plaintiff's 10-minute rest breaks were not provided approximately 6 times per
2 week.

3 21. Throughout Plaintiff's employment, Plaintiff did not receive uninterrupted statutory 30-
4 minute meal periods for days on which Plaintiff worked at least 5 hours, which was each day Plaintiff
5 worked. One or more of Plaintiff's 30-minute meal periods were not provided approximately 6 times per
6 week.

7
8 **FIRST CAUSE OF ACTION**

9 **FOR FAILURE TO PAY WAGES DUE**

10 **LABOR CODE §§201, 1182.12, 1194, 1194.2**

11 **AGAINST ALL DEFENDANTS**

12 22. Plaintiff re-alleges and incorporates by reference each of the foregoing paragraphs as
13 though set forth in full herein.

14 23. At all relevant times, Defendants failed and refused to pay Plaintiff wages earned and
15 required by 8 Code of Regulations §11090, as set forth hereinabove. As alleged herein, Defendants
16 routinely failed to pay Plaintiff for hours worked beyond eight in a day or 40 per week.

17 24. As alleged herein, Plaintiff was not exempt from the requirements of Labor Code §510, 8
18 Code of Regulations §11090, and Industrial Welfare Commission Order No. 9-2001.

19 25. Plaintiff has been deprived of Plaintiff's rightfully earned compensation as a direct and
20 proximate result of Defendants' failure and refusal to pay said compensation. Plaintiff is entitled to
21 recover such amounts, plus interest thereon, attorneys' fees and costs.

22
23 **SECOND CAUSE OF ACTION**

24 **FOR FAILURE TO PAY MINIMUM WAGES**

25 **LABOR CODE §§1182.12, 1194, 1194.2, 1197**

26 **AGAINST ALL DEFENDANTS**

27 26. Plaintiff re-alleges and incorporates by reference each of the foregoing paragraphs as
28 though set forth in full herein.

27. Pursuant to Labor Code §1197, payment of less than the minimum wage fixed by law is unlawful. An employer violates the minimum wage statute even if the average rate for paid and unpaid hours exceeded the minimum wage. Under California law, Plaintiff is entitled to at least the minimum wage for every hour worked.

28. The historical minimum wage requirements in California and City of Los Angeles pursuant to Ordinance No. 183612 are as follows:

Effective	26+ employees	1-25 employees
7/1/20	\$15.00	\$14.25
7/1/19	\$14.25	\$13.25
7/1/18	\$13.25	\$12.00
7/1/17	\$12.00	\$10.50
7/1/16	\$10.50	\$10.00

Effective	New wage	Old Wage
1/1/16	\$10.00	\$9.00
7/1/14	\$9.00	\$8.00
1/1/08	\$8.00	\$7.50
1/1/07	\$7.50	\$6.75

29. At all relevant times, Defendants employed 26 or more employees.

30. At all relevant times, Defendants failed and refused to pay Plaintiff the legal minimum wage in the State of California, as set forth in Labor Code §1182.12.

31. Defendants failed to pay Plaintiff the requisite minimum wage in each of the following ways in the four years immediately preceding the filing of this complaint:

a. From May 6, 2018 to June 30, 2018, Plaintiff worked approximately 3 hours per week without getting paid anything. Therefore Plaintiff is owed \$108.00 calculated at 3 hours per week for 3 weeks, at \$12.00 per hour.

b. From July 1, 2018 to June 30, 2019, Plaintiff worked approximately 3 hours per week without getting paid anything. Therefore Plaintiff is owed \$2,067.00 calculated at 3 hours per week for 52 weeks, at \$13.25 per hour.

1 c. From July 1, 2019 to June 30, 2020, Plaintiff worked approximately 3 hours per
2 week without getting paid anything. Therefore Plaintiff is owed \$2,223.00 calculated at 3 hours per week
3 for 52 weeks, at \$14.25 per hour.

4 d. From July 1, 2020 to April 9, 2021, Plaintiff worked approximately 3 hours per
5 week without getting paid anything. Therefore Plaintiff is owed \$1,800.00 calculated at 3 hours per week
6 for 40 weeks, at \$15.00 per hour.

7 32. Thus, for the entirety of the time periods set forth above, Plaintiff is owed unpaid minimum
8 wages in the amount of \$6,198.00.

9 33. Defendants' failure to pay the legal minimum wage to Plaintiff as alleged herein is
10 unlawful and creates entitlement, pursuant to Labor Code §1197, to recovery by Plaintiff in a civil action
11 for the unpaid balance of the full amount of the unpaid wages owed, calculated as the difference between
12 the straight time compensation paid and applicable minimum wage, including interest thereon.

13 34. Pursuant to Labor Code §1194, Plaintiff requests that the court award reasonable
14 attorneys' fees and costs incurred by Plaintiff in this action.

15 35. In addition, pursuant to Labor Code §1194.2, Plaintiff is entitled to recover liquidated
16 damages in an amount equal to the minimum wages unlawfully unpaid as previously alleged, an
17 additional \$6,198.00, plus interest thereon.

18
19 **THIRD CAUSE OF ACTION**
20 **FOR FAILURE TO PAY OVERTIME COMPENSATION**
21 **LABOR CODE §§510, 1194**
22 **AGAINST ALL DEFENDANTS**

23 36. Plaintiff re-alleges and incorporates by reference each of the foregoing paragraphs as
24 though set forth in full herein.

25 37. Labor Code §510 requires employers to pay their non-exempt employees one and one-half
26 times their regular hourly rate (overtime) for time worked in excess of eight hours in a single day, or 40
27 hours per week, and double their regular hourly rate (double-time) for all hours worked in excess of 12
28 hours in a single day. It also requires employers to pay their non-exempt employees overtime

1 compensation for the first eight hours of work done on the seventh consecutive day of work done in any
2 work week, and double-time compensation for any work done beyond the first eight hours on the seventh
3 consecutive day of work.

4 38. At all relevant times, Defendants required Plaintiff to work more than eight hours per day
5 and/or more than 40 hours per workweek.

6 39. At all relevant times, Defendants failed and refused to pay Plaintiff all the overtime
7 compensation required by Labor Code §510, 8 Code of Regulations §11090, and Industrial Welfare
8 Commission Order No. 9-2001.

9 40. In the four years last past, Plaintiff worked 10.5 hours of overtime each week, all of which
10 should have been paid at 1.5 times Plaintiff's regularly hour wage rate at that time. Defendants failed to
11 pay Plaintiff the requisite overtime wages in each of the following ways in the four years immediately
12 preceding the filing of this complaint:

13 a. From approximately May 6, 2018 to June 30, 2018, Plaintiff's hourly overtime rate
14 was \$24.00. During this time period, Plaintiff worked an average of 3 hours of overtime each week, for
15 3 weeks or 9 hours, but did not receive any wages for these hours at all. Therefore, less the minimum
16 wage portion of \$12.00 per hour which Plaintiff has already claimed in the preceding cause of action,
17 Plaintiff is owed \$12.00 for each of those hours, totaling \$108.00.

18 b. From approximately July 1, 2018 to June 30, 2019, Plaintiff's hourly overtime rate
19 was \$24.00. During this period, Plaintiff worked an average of 3 hours of overtime each week, for 52
20 weeks, or 156 hours, but did not receive any wages for these hours at all. Therefore, less the minimum
21 wage portion of \$13.25 per hour which Plaintiff has already claimed in the preceding cause of action,
22 Plaintiff is owed \$10.75 for each of those hours, totaling \$1,677.00.

23 c. From approximately July 1, 2019 to June 30, 2020, Plaintiff's hourly overtime rate
24 was \$24.00. During this period, Plaintiff worked an average of 3 hours of overtime each week, for 52
25 weeks, or 156 hours, but did not receive any wages for these hours at all. Therefore, less the minimum
26 wage portion of \$14.25 per hour which Plaintiff has already claimed in the preceding cause of action,
27 Plaintiff is owed \$9.75 for each of those hours, totaling \$1,521.00.

1 d. From approximately July 1, 2020 to April 9, 2021, Plaintiff's hourly overtime rate
2 was \$24.00. During this period, Plaintiff worked an average of 3 hours of overtime each week, for 40
3 weeks, or 120 hours, but did not receive any wages for these hours at all. Therefore, less the minimum
4 wage portion of \$15.00 per hour which Plaintiff has already claimed in the preceding cause of action,
5 Plaintiff is owed \$9.00 for each of those hours, totaling \$1,080.00.

6 e. From approximately June 6, 2018 to October 31, 2020, Plaintiff's hourly overtime
7 rate was \$24.00. During this time period, Plaintiff worked an average of 7.5 hours of overtime each
8 week, for 125 weeks, or 937.5 hours, but received only Plaintiff's regular hourly wage rate, no premium.
9 Therefore, Plaintiff is owed \$8.00 for each of those hours, totaling \$7,500.00.

10 f. From approximately November 1, 2020 to April 9, 2021, Plaintiff's hourly
11 overtime rate was \$24.75. During this time period, Plaintiff worked an average of 7.5 hours of overtime
12 each week, for 23 weeks, or 172.5 hours, but received only Plaintiff's regular hourly wage rate, no
13 premium. Therefore, Plaintiff is owed \$8.25 for each of those hours, totaling \$1,423.12.

14 41. As alleged herein, Plaintiff is not exempt from the overtime pay requirements of Labor
15 Code §510, 8 Code Regulations §11090, and Industrial Welfare Commission Order No. 9-2001.

16 42. Thus, for the entirety of the time periods set forth above, Plaintiff is owed overtime wages
17 of \$13,309.12, above and beyond the minimum wages sought in the preceding cause of action for these
18 same hours.

19 43. Plaintiff has been deprived of Plaintiff's rightfully earned overtime compensation as a
20 direct and proximate result of Defendants' failure and refusal to pay said compensation. Plaintiff is
21 entitled to recover such amounts, plus interest thereon, attorneys' fees, and costs.

22
23 **FOURTH CAUSE OF ACTION**
24 **FOR FAILURE TO PROVIDE MEAL AND REST BREAKS**
25 **LABOR CODE §§226.7, 512**
26 **AGAINST ALL DEFENDANTS**

27 44. Plaintiff re-alleges and incorporates by reference each of the foregoing paragraphs as
28 though set forth in full herein.

1 45. Labor Code §512 requires employers to provide every employee with an uninterrupted
2 meal period of not less than 30 consecutive minutes, for every period of work exceeding five hours.

3 46. Labor Code §226.7 requires an employer to provide every employee with an uninterrupted
4 rest period of not less than 10 minutes, for every period worked of four hours, or substantial portion
5 thereof.

6 47. In the four years last past, Plaintiff regularly worked in excess of five hours per day, and
7 was thereby entitled to take uninterrupted 30-minute meal periods and two 10-minute rest periods on each
8 day of work.

9 48. Defendants failed and refused to provide Plaintiff with meal and rest periods, and failed
10 to compensate Plaintiff for missed meal and rest periods, as required by Labor Code §§226.7 and the
11 applicable sections of 8 Code of Regulations §11090 and Industrial Welfare Commission Order No. 9-
12 2001, as follows:

13 a. From approximately June 6, 2018 to April 9, 2021, Plaintiff's statutory 30-minute
14 meal periods were interrupted and cut short approximately 6 times per week for 148 weeks, or on
15 approximately 888 days. During this same time period, Plaintiff was deprived of one or more of
16 Plaintiff's statutory 10-minute rest periods on approximately 888 days (6 days per week for 148 weeks).

17 49. As alleged herein, Plaintiff is not exempt from the meal and rest break requirements of 8
18 Code of Regulations §11090 and Industrial Welfare Commission Order No. 9-2001. Consequently,
19 Plaintiff is owed one hour of pay at Plaintiff's then regular hourly rate, or the requisite minimum wage,
20 whichever is greater, for each day that Plaintiff was denied such meal periods, and is owed one hour of
21 pay at Plaintiff's regular hourly rate, or the requisite minimum wage, whichever is greater, for each day
22 that Plaintiff was denied such rest periods, calculated as follows:

23 a. From approximately June 6, 2018 to October 31, 2020, Defendants failed to
24 provide Plaintiff with an uninterrupted statutory meal period on approximately 750 separate days.
25 Consequently, Plaintiff is owed one hour of pay at \$16.00 for each day, or \$12,000.00, plus interest
26 thereon, for unpaid interrupted meal periods. During this same time period, Defendants failed to provide
27 Plaintiff with the statutory rest period on approximately 750 separate days. Consequently, Plaintiff is
28 owed one hour of pay at \$16.00 for each day, or \$12,000.00, plus interest thereon, for unpaid rest periods.

1 Thus, Plaintiff is owed a total of \$24,000.00, plus interest thereon, for unpaid meal and rest periods for
2 this time period.

3 b. From approximately November 1, 2020 to April 9, 2021, Defendants failed to
4 provide Plaintiff with an uninterrupted statutory meal period on approximately 138 separate days.
5 Consequently, Plaintiff is owed one hour of pay at \$16.50 for each day, or \$2,277.00, plus interest
6 thereon, for unpaid interrupted meal periods. During this same time period, Defendants failed to provide
7 Plaintiff with the statutory rest period on approximately 138 separate days. Consequently, Plaintiff is
8 owed one hour of pay at \$16.50 for each day, or \$2,277.00, plus interest thereon, for unpaid rest periods.
9 Thus, Plaintiff is owed a total of \$4,554.00, plus interest thereon, for unpaid meal and rest periods for
10 this time period.

11 50. Thus, the total missed meal and rest period compensation owing Plaintiff for this time
12 period is \$28,554.00.

13 51. Plaintiff has been deprived of Plaintiff's rightfully earned compensation for meal and rest
14 breaks as a direct and proximate result of Defendants' failure and refusal to pay said compensation.

15 52. Thus, for the entirety of the time periods set forth above, Plaintiff is entitled to recover
16 such amounts in the combined amount of \$28,554.00, pursuant to Labor Code §226.7(b), plus interest
17 thereon and costs of suit.

18
19 **FIFTH CAUSE OF ACTION**
20 **FOR FAILURE TO PROVIDE ITEMIZED WAGE AND HOUR STATEMENTS**
21 **LABOR CODE §§226 ET SEQ.**
22 **AGAINST ALL DEFENDANTS**

23 53. Plaintiff re-alleges and incorporates by reference each of the foregoing paragraphs as
24 though set forth in full herein.

25 54. Pursuant to Labor Code §§226 and 1174, employers have a duty to provide their non-
26 exempt employees with itemized statements showing total hours worked, hourly wages, gross wages,
27 total deductions and net wages earned. An employer who violates these code sections is liable to its
28 employees for the greater of actual damages suffered by the employee, or \$50.00 in civil penalties for the

1 initial pay period in which a violation occurred, and \$100.00 per employee for each subsequent pay
2 period, up to a statutory maximum of \$4,000.00. Pursuant to Labor Code §226(e)(2), an employee is
3 deemed to suffer injury for purposes of this subdivision if the employer fails to provide a wage statement
4 at all.

5 55. At all relevant times, Defendants failed to provide the Plaintiff with timely and accurate
6 wage and hour statements showing gross wages earned, total hours worked, all deductions made, net
7 wages earned, the name and address of the legal entity employing Plaintiff, and all applicable hours and
8 rates in effect during each pay period and the corresponding number of hours worked at each hourly rate
9 by Plaintiff. For the majority of the time and as to nearly all of Plaintiff's wages, Defendants knowingly
10 and intentionally, not inadvertently, failed to provide Plaintiff with paystubs at all, and instead paying
11 Plaintiff's overtime hours entirely in cash without any calculations of how Plaintiff's gross wages were
12 calculated. Not one of the paystubs that Plaintiff received complied with Labor Code §226, and contained
13 almost none of the required information, including hours actually worked.

14 56. As alleged herein, Plaintiff is not exempt from the requirements of Labor Code §226.

15 57. This failure has injured Plaintiff, by misrepresenting and depriving Plaintiff of hour, wage,
16 and earnings information to which Plaintiff is entitled, causing Plaintiff difficulty and expense in
17 attempting to reconstruct time and pay records, causing Plaintiff not to be paid wages Plaintiff is entitled
18 to, causing Plaintiff to be unable to rely on earnings statements in dealings with third parties, eviscerating
19 Plaintiff's right under Labor Code §226(b) to review itemized wage statement information by inspecting
20 the employer's underlying records, and deceiving Plaintiff regarding Plaintiff's entitlement to overtime,
21 meal period, and rest period wages. For the time periods that Plaintiff was not provided with paystubs at
22 all, Plaintiff's aforementioned injuries are presumed as a matter of law.

23 58. Plaintiff was paid on a bi-weekly basis, and therefore Defendants violated Labor Code
24 §226 throughout Plaintiff's employment. Consequently, Defendants are liable to Plaintiff for Plaintiff's
25 actual damages, or penalties in the statutory maximum amount of \$4,000.00, whichever is greater.

26 59. Based on Defendants' conduct as alleged herein, Defendants are liable for damages
27 pursuant to Labor Code §226, and other applicable provisions, as well as attorneys' fees and costs.
28

1 **SIXTH CAUSE OF ACTION**
2 **FOR WAITING TIME PENALTIES**
3 **LABOR CODE §§201-203**
4 **AGAINST ALL DEFENDANTS**

5 60. Plaintiff re-alleges and incorporates by reference each of the foregoing paragraphs as
6 though set forth in full herein.

7 61. At all relevant times, Defendants failed to pay all of the Plaintiff's accrued wages and
8 other compensation due immediately upon termination or within 72 hours of resignation, as required.
9 These wages refer to, at a minimum, unpaid minimum wages, overtime compensation, and meal and rest
10 period compensation that Defendants should have paid, but did not pay to Plaintiff during the term of
11 Plaintiff's employment and which were, at the latest, due within the time restraints of Labor Code §§201-
12 203.

13 62. As alleged herein, Plaintiff is not exempt from the requirements of Labor Code §§201-
14 203.

15 63. As a direct and proximate result of Defendants' willful failure to pay these wages, Plaintiff
16 is entitled to payment of Plaintiff's overtime, meal and rest periods as previously pleaded herein, and
17 more than \$4,331.25 in wait time penalties, calculated based on 30 days of Plaintiff's daily wage rate of
18 \$144.375, inclusive of overtime.

19 64. Based on Defendants' conduct as alleged herein, Defendants are liable for \$4,331.25 in
20 statutory penalties pursuant to Labor Code §203 and other applicable provisions, as well as attorneys'
21 fees and costs.

22
23 **SEVENTH CAUSE OF ACTION**
24 **FOR PRIVATE ATTORNEY GENERAL ACT**
25 **LABOR CODE §2699**
26 **AGAINST ALL DEFENDANTS**

27 65. Plaintiff re-alleges and incorporates by reference each of the foregoing paragraphs as
28 though set forth in full herein.

1 66. Under Labor Code §2699, Plaintiff, as an aggrieved employee, may bring an action against
2 Defendants, on behalf of himself and other current or former employees, seeking statutory civil penalties
3 for Defendants' violations of the California Labor Code.

4 67. Plaintiff was an aggrieved employee within the meaning of Labor Code §§2699(c) and
5 2699.3(a), as Defendants have committed multiple California Labor Code violations against Plaintiff, as
6 previously pleaded in this Complaint.

7 68. On April 4, 2021, more than 63 calendar days before filing this Complaint, Plaintiff
8 provided electronic notice to the Labor and Workforce Development Agency and notice by certified mail
9 to Defendants of the specific provisions of the California Labor Code that Defendants violated, thereby
10 satisfying the requirements of Labor Code §2699.3(a). These violations included Labor Code §§ 201,
11 202, 203, 226, 226.7, 226.8, 510, 512, 1174, 1182.12, 1194, 1194.2, and 1197, each of which is
12 enumerated among the serious violations set forth in Labor Code §2699.5.

13 69. As of the filing of this Complaint, Plaintiff has not received any response from the Labor
14 and Workforce Development Agency on its intent to pursue an action against Defendants. Consequently,
15 Plaintiff may now commence a civil action, pursuant to Labor Code §2699.3.

16 70. As a direct and proximate result of Defendants' California Labor Code violations as set
17 forth in this Complaint, Plaintiff is entitled to civil penalties of \$100.00 for each aggrieved employee per
18 pay period for the initial violation, and \$200.00 for each aggrieved employee per pay period for each
19 subsequent violation, pursuant to Labor Code §2699(f), for those Labor Code sections not expressly
20 providing for a penalty, and civil penalties provided by the specific Labor Code sections that do expressly
21 provide for a penalty, §§226.3, 226.7, 510, 512, and 558.

22 71. Plaintiff may also seek these penalties on behalf of himself and these same penalties on
23 behalf of all other aggrieved employees.

24 72. Plaintiff is also entitled to reasonable attorneys' fees and costs, and 25% of the recovered
25 civil penalties, pursuant to Labor Code §§2699(g)(1)-(i).

EIGHTH CAUSE OF ACTION
FOR UNFAIR COMPETITION
BUSINESS & PROFESSIONS CODE §§17200, ET SEQ.
AGAINST ALL DEFENDANTS

73. Plaintiff re-alleges and incorporates by reference each of the foregoing paragraphs as though set forth in full herein.

74. Defendants' violations of 8 Code of Regulations §11090, Industrial Welfare Commission Order No. 9-2001, Labor Code §§201-203, 226, 226.7, 510, 512, 1182.12, 1194, 1194.2, 1197, 2699, and other applicable provisions, as alleged herein, including Defendants' failure and refusal to pay minimum wages, overtime wages, Defendants' failure to provide meal and rest breaks, Defendants' failure to provide timely and accurate wage and hour statements, Defendants' failure to pay compensation due in a timely manner upon termination or resignation, and Defendants' failure to maintain complete and accurate payroll records for the Plaintiff, constitute unfair business practices in violation of Business & Professions Code §§17200, et seq.

75. As a result of Defendants' unfair business practices, Defendants have reaped unfair benefits and illegal profits at the expense of Plaintiff and members of the public. Defendants should be made to disgorge their ill-gotten gains and restore such monies to Plaintiff.

76. Defendants' unfair business practices entitle Plaintiff to seek preliminary and permanent injunctive relief, including but not limited to orders that the Defendants account for, disgorge, and restore to the Plaintiff the overtime compensation and other monies and benefits unlawfully withheld from Plaintiff.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff seeks judgment against Defendants and each of them, in an amount according to proof as follows:

1. For a money judgment representing compensatory damages including lost wages, earnings, commissions, retirement benefits, and other employee benefits, and all other sums of money,

1 together with interest on these amounts; for other special damages; and for general damages for mental
2 pain and anguish and emotional distress and loss of earning capacity;

3 2. For payment of unpaid minimum wage compensation pursuant to Labor Code §§1182.12,
4 1194, 1194.2, 1197, and Industrial Welfare Commission Order No. 9-2001, in the amount of no less than
5 \$6,198.00;

6 3. For liquidated damages pursuant to Labor Code §1194.2 in the amount of \$6,198.00, plus
7 interest;

8 4. For payment of unpaid overtime compensation pursuant to Labor Code §§201, 510, 1194,
9 Industrial Welfare Commission Order No. 9-2001, and 8 Code of Regulations §11090, in the amount of
10 no less than \$13,309.12;

11 5. For payment of meal and rest period compensation pursuant to Labor Code §226.7, 512,
12 in the amount of no less than \$28,554.00;

13 6. For damages pursuant to Labor Code §226 in the amount of no less than \$4,000.00;

14 7. For waiting time penalties pursuant to Labor Code §§201-203 in the amount of no less
15 than \$4,331.25;

16 8. For statutory penalties pursuant to Labor Code §2699(f) on Plaintiff's own behalf, and
17 similar amounts on behalf of all of Defendants' aggrieved employees, in an amount according to proof;

18 9. For prejudgment interest on each of the foregoing at the legal rate from the date the
19 obligation became due through the date of judgment in this matter.

20 **WHEREFORE**, Plaintiff further seeks judgment against Defendants, and each of them, in an
21 amount according to proof, as follows:

22 10. For injunctive relief compelling Defendants to report to federal and state authorities wages
23 earned by Plaintiff, and other employees, and pay all state and federal taxes owing, employer matching
24 funds, unemployment premiums, social security, Medicare, and workers' compensation premiums, all
25 this in an amount according to the proof;

26 11. For restitutionary disgorgement of profits garnered as a result of Defendants' unlawful
27 conduct, and failure to pay wages and other compensation in accordance with the law;

1 12. For costs of suit, attorneys' fees, and expert witness fees pursuant to the Labor Code and/or
2 any other basis;

3 13. For post-judgment interest; and

4 14. For any other relief that is just and proper.

5 DATED: June 6, 2022

**LAW OFFICES OF RAMIN R. YOUNESSI
A PROFESSIONAL LAW CORPORATION**

By: _____

Ramin R. Younessi, Esq.
Attorney for Plaintiff
JESUS MENDOZA VARGAS

JURY TRIAL DEMANDED

Plaintiff demands trial of all issues by jury.

13 DATED: June 6, 2022

**LAW OFFICES OF RAMIN R. YOUNESSI
A PROFESSIONAL LAW CORPORATION**

By: _____

Ramin R. Younessi, Esq.
Attorney for Plaintiff
JESUS MENDOZA VARGAS